

Upon further review, the parties now jointly move the Court to seal the entirety of both Dey's NDA and Teva's ANDA and amendments thereto, as they contain confidential and proprietary information that are not available to the public and cannot be obtained absent a court order.

While not having jurisdiction to review issues on appeal, district courts retain jurisdiction to address motions that are not related to the appeal, including motions by the parties to seal parts of the record below. *See Alward v. Burrelle's Information Servs.*, 2001 WL 1708779 (D. Az. 2001)(granting a motion to seal while the case was on appeal, noting that the party's motion to seal was "not within the scope of the matters on appeal"); *United States v. Abdallah*, 2009 WL 2246156 (S.D. Tex. 2009) (granting in part and denying in part motion to seal trial exhibits and trial transcripts while case was on appeal).

The sealing of Dey's NDA and Teva's ANDA and amendments thereto is appropriate as it does not unduly infringe on the public's right to access public court records. The NDA and the ANDA total to over 10,000 pages, but only a small fraction of either the NDA or the ANDA were referenced during the trial. In fact, Trial Exhibit No. 293.1, an excerpt of Dey's NDA, is already in evidence in its entirety. As noted above, the full NDA and ANDA contain confidential information of each party and have not been publically disclosed. The information therein is not discernible from, or able to be reverse engineered from information in the public domain. Accordingly, sealing of the documents protects the confidential nature of proprietary business information and financial information without infringing on the public's right to access public court records.

Finally, the sealing of the NDA and ANDA will eliminate a dispute between the parties. The parties disputed whether Dey's full NDA had actually been admitted during trial and granting the parties' joint motion would moot the issue.

For the foregoing reasons, Dey and Teva jointly request that the Court filed under seal Dey's NDA and Teva's ANDA and amendments thereto as part of the record in this matter and award any other relief the Court deems just and appropriate.

Respectfully submitted this 9th day of June, 2014.

/s/ Geraldine S. Roberts

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CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June, 2014, I filed the foregoing “Joint Motion to Seal” with the Clerk of the Court using the CM/ECF system, which will send notification of the filing to the following counsel of record:

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